

ELKO COUNTY CLASSROOM TEACHERS ASSOCIATION

AND THE

ELKO COUNTY SCHOOL DISTRICT

FINAL AGREEMENT

July 1, 2015 – June 30, 2016

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ARTICLE 1 PURPOSE AND INTENT

12-16-96

WHEREAS, the State of Nevada has enacted the Local Government Employee Management Relations Act cited as Chapter 288, Nevada Revised Statutes, providing for collective bargaining between the Elko County School District and the Elko County Classroom Teachers Association; and

WHEREAS, it is the intent of the District and Association to comply with said law, through a system of employee-employer cooperation to foster and improve the well-being of employees, and maintain high standards of work performance on behalf of the citizens and taxpayers; and

WHEREAS, the Board of Trustees is the duly elected governing body of the District, with powers as delegated by the laws of the State of Nevada, to formulate programs and policies for the operation of the District to be directed through their designated representative, the Superintendent of Schools; and

WHEREAS, a free and open exchange of views is desirable and necessary by and between the parties hereto in their efforts to negotiate in good faith with respect to wages, hours and conditions of employment in accordance with the Nevada Revised Statutes; and

WHEREAS, the members of the teaching staff in the district have the right to join, or not to join, any organization for their professional or economic improvement; and

WHEREAS, the Elko County School Board of Trustees and the Elko County Classroom Teachers Association, the parties to this agreement, recognize and declare that providing the highest standards of education for the children of the district is their mutual aim; and

NOW, THEREFORE, it is agreed:

ARTICLE 2 DEFINITIONS

6/3/14

Definitions as used in this agreement are as follows:

1. "Accredited" shall mean accredited by one of the six regional accrediting agencies recognized by the National Board of Education; New England Association of School and Colleges (NEASC); North Central Association of Schools and Colleges (NCA); Middle States Association of Schools and Colleges (MSA); Southern Association of Schools and Colleges (SACS); Western Association of Schools and Colleges (WASC); or Northwest Association of Schools and Colleges (NWCCU).
2. "Agreement" refers to this document as the "Negotiated Collective Bargaining Agreement" CBA between the District and the Association.
3. "Association" shall mean the Elko County Classroom Teachers Association, which is the entity known as the Employee Organization and NRS Chapter 288. "Association" shall include authorized officers, representatives, and agents.
4. "Attendance Area", as defined as Areas #1 and #2 and illustrated in Article 12, Section 4 and Article 13, section 13.
5. "Board" shall mean the Board of School Trustees of the Elko County School District known as the Local Government Employer in NRS Chapter 288. "Board" shall include authorized officers, representatives and agents.
6. "Break in Service" shall mean any termination of employment. Approved leaves, including but not limited to absence due to illness, absence due to work-related injury or disability, scheduled vacations, and approved leaves of absence do not constitute a break in service.
7. "Chapter 288" shall refer to Chapter 288 of the Nevada Revised Statutes (NRS) and subsequent revisions, also known as the Local Government Employee-Management Relations Act.
8. "Contracted School Year" shall mean the period of time from the first contracted day of the school year to the last contracted day of the school year.
9. "Credit" shall be any credit issued by an accredited college, community college, university, and other post-high school institution, or any other body authorized to issue in-service credit. All credits will be adjusted to semester hour equivalency. Official transcripts shall be furnished to the District as evidence of completion of credits claimed for salary purposes.
10. "Regular Work Day" shall mean a contracted day as determined by the school calendar. Contract days will be seven (7) hours in duration, not including lunch period.
11. "District" shall mean the Elko County School District.
12. "EMRB" shall mean the Local Government Employee-Management Relations Board as provided in

Chapter 288, Nevada Revised Statutes.

13. "Full-Time Teacher" includes all licensed teachers who are contracted for the school year to work a regular day as defined in this agreement.
14. "Graduate credit" shall be any credit issued by an accredited college or university which is classified as graduate credit by that institution. Official transcripts indicating that the course is graduate level or a letter from the registrar defining the credit shown on the official transcripts shall be furnished to the District as evidence of completion of graduate credits claimed for salary purposes.
15. "Grievance" is a dispute by a teacher or the Association concerning the interpretation, application or claimed violation of an express provision of this agreement.
16. Grievant shall mean a teacher, a group of teachers or the association filing a grievance.
17. "In-service credit" shall be any credit issued for training conducted by the District, an educational institution, or an agency which has received approval for in-service credit from the Superintendent, prior to the starting of the course. In-service credit will be given upon receipt of the documentation indicating completion of the course and shall be considered equivalent to undergraduate credit for salary purposes.
18. "Involuntary Transfer" refers to a District-initiated change in teaching assignment from one school, to another school in the same attendance area, or to a different attendance area. Rural Schools under this definition shall be considered individual school sites.
19. "Part Time Teacher" includes all licensed teachers who are contracted for the school year to work at least 17.5 hours per week but do not work a regular work day as defined in this agreement.
20. "Party of Interest" is any person or persons who takes action or against whom action is taken in order to resolve the grievance.
21. "Qualified" as used in Article 13, shall mean licensed by the State of Nevada to teach specific grade-levels/subject areas.
22. "School Year" shall be defined in accordance with NRS 388.080(1) which states "...the public school year commences on the first day of July and ends the last day of June".
23. "Seniority" is defined as years of continuous employment with the Elko County School District as a teacher. The seniority date is established based upon the date of receipt of written acceptance of the initial contract offer by the District Office. In the event of a "Break in Service," the seniority date is re-established as the date of written acceptance of the most recent contract offer. A teacher working less than 17.5 hours per week shall accrue seniority at the rate of one-half annual seniority. Service rendered beyond the normal school year (i.e., summer school, extended contracts) shall not add to the employee's seniority.

24. "Superintendent" shall mean the Superintendent of Schools of the Elko County School District or his/her designated representative.
25. "Teacher" shall refer to all contractual, non-administrative personnel licensed and employed pursuant to the rules of NRS Chapter 391 who are eligible for membership in the Elko County Classroom Teachers Association.
26. "Time" will be defined as per Nevada Rules of Civil Procedure (NRCP) 6(a) for computation purposes. The day of the act, event or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included, unless it is a Saturday, a Sunday, or a holiday.
27. "Undergraduate credit" shall be any credit issued by an accredited college, community college, university, or other post high school institution.
28. "Voluntary Transfer" refers to a teacher-initiated change in teaching assignment between schools, work locations or to another grade/subject.
29. "Zero Hour" shall be defined as an extra instructional period assigned to a teacher, in lieu of a preparation period, for which a student receives credit and shall be paid on the basis of one-seventh (1/7) of the current contracted salary, with the exception being "Zero Hours" for certified employees contracted for an eight (8) hour regular work day.

ARTICLE 3 RECOGNITION

12/15/98

1. The Board recognizes the Association as the exclusive representative of all teachers as defined in Articles 2-6 for all collective bargaining purposes as set forth in NRS 288. The Board acknowledges the receipt of (a) a copy of its constitution and by-laws; (b) a roster of its representatives and officers; (c) a pledge not to strike as required in NRS 288, and (d) a verified membership list.
2. All rights and privileges granted to the Association under the terms and provisions of this agreement shall be for the use of the Association subject to Chapter 288.140(2) which states: "The recognition of an employee organization for negotiation, pursuant to this chapter, does not preclude any local government employee who is not a member of that employee organization from acting for himself with respect to any condition of his employment, but any action taken on a request or in adjustment of a grievance shall be consistent with the terms of an applicable negotiated agreement, if any."
3. Classifications excluded from the bargaining unit are those "administrative, confidential and supervisory" employees as defined in NRS Chapter 288.

ARTICLE 4 ASSOCIATION RIGHTS

12/15/98

1. Association leave shall be credited to the Association on July 1 of each year. Association leave shall not accrue from year to year. The purpose of this leave is for the Association to handle official Association business. Requests for Association leave shall be made to the Superintendent at least 48 hours in advance of such leave whenever possible. The Association shall reimburse the District at the substitute pay rate for leave days granted. Additional leave for Association purposes may be granted upon application to and approval of the Superintendent.
2. The President of the Association shall be granted fifteen (15) days leave per year during his/her term of office for services to be rendered to the Association and its members.
3. The President of the Association shall be allowed to visit any school within the district while on leave or at any other time that does not interfere with his/her professional duties as a teacher. The President of the Association shall notify the principal of the school of his intent to visit that site at least 24 hours in advance whenever possible.
4. Twenty-five (25) days shall be granted to the use of teachers who are officers or representatives of the Association other than the President. The request for Association leave shall be made to the Superintendent at least 48 hours in advance of such leave whenever possible. Ten (10) days granted to the Association for contract negotiations during the school day shall be exempt from reimbursement. The Association shall reimburse the District at the substitute pay rate for leave days granted. The Principal will be notified no less than twenty-four (24) hours prior to such leave whenever possible.
5. The Association may use school buildings for association business. Such use must be scheduled with the Principal and shall not interfere with or interrupt normal school operations.
6. Meetings between the Association's members and non-employee representatives shall not interfere with normal work duties and unless otherwise approved by the Superintendent shall take place during the teacher's non-work time.
7. The Association may use school mail boxes and inter-school mail service for Association material.
8. The Association shall have the right to place, in a reasonable manner, appropriately identified notices, circulars and other materials related to association business on school faculty bulletin boards not to exceed 16 square feet in area. The contents of any Association notices, circulars and other materials to be posted on school property shall be made available to the site supervisor prior to posting.
9. No teacher shall be discharged, dismissed or discriminated against because of lawful activities conducted on behalf of the Association.

ARTICLE 5 DUES DEDUCTION

12/15/98

1. Dues and political contributions shall be deducted by the District from the wages of teachers who are Association Members, provided the teachers have authorized, in writing on a form approved by the District and the Association, such deductions. Such deductions will be paid to the Association by the District.

(Notice of period when membership in the Association may be rescinded by a member teacher must be conspicuous, printed in larger or other contrasting type or color (NRS 608.110).

2. The Association shall certify in writing the current rate of membership dues to the District no later than September 10 each year. The District shall be notified of any changes in the rate of membership dues thirty (30) days prior to the effective date of such change.
3. No later than October 10 of each year the Association shall provide the District with a current list of membership. The Association shall notify the District monthly of any changes in such list. The District shall not be required to honor for any month's deduction any authorizations that are delivered to it later than the tenth (10th) of the month.
4. Upon termination of any teacher who is a member of the Association, any remaining dues owed to the Association by that teacher will be deducted from his/her final pay warrant.
5. The school District, in agreeing to deduct dues from the pay warrants of member teachers, is performing a solely administration function on behalf of the Association for its convenience and is not a party to any agreement between the Association and its members regarding the deduction of dues. The Association, therefore, agrees to hold the School District harmless and to reimburse the School District for any and all costs, including legal fees, it may incur in the relation to any deduction made at the direction of the Association and contrary to the instructions received from the individual employee.

ARTICLE 6 GRIEVANCE PROCEDURE

1/12/12

1. PURPOSE

- a. The purpose of this article is to provide a clearly outlined procedure whereby teachers may seek resolution of a grievance. It is intended that problems be resolved at the earliest possible time and the lowest level of supervision.
- b. Both parties encourage teachers to resolve their problems with their immediate supervisors whenever possible. The provisions of this article do not preclude a teacher from informally discussing a problem with their immediate supervisor prior to filing a formal grievance. Such informal discussions are not a part of the formal grievance procedure.

2. PROCEDURES

- a. Any grievant filing a grievance may be represented at any level by an individual of his/her own choosing.
- b. The Association shall be informed of all formal grievances and their resolution.
- c. If written notice is not filed at each level of the grievance procedure within the time limit specified, the grievance is waived. Failure of the district to timely respond to the grievance causes the grievance to automatically proceed to the next level.
- d. The time limits at any level of the grievance procedure may be adjusted by mutual consent of the parties involved.
- e. Any grievance having a financial impact greater than \$300 will automatically begin at Level Three.

3. LEVEL ONE – INFORMAL RESOLUTION

- a. Good morale is maintained as problems arise by sincere efforts of all persons concerned to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose in this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may, from time to time, arise. Both parties agree that this process will be kept as informal and confidential as may be appropriate.
- b. Both parties encourage employees covered by this Agreement to resolve their problems with their principal or supervisor whenever possible. The provisions of this Article are not intended to preclude a teacher with a potential grievance from informally discussing the problem with his/her immediate supervisor prior to filing a formal grievance, although such discussions are not part of the formal grievance procedure. In addition, utilization of the Level One Informal Resolution shall not be used against the employee. Further, the employee does so without waiving the due process rights stipulated under the CBA.
- c. If a teacher requests an informal discussion with the principal of the school, or the appropriate District director, if the assignment is not school-based, concerning the subject

matter of a potential grievance, such informal discussions will be held within twenty (20) days after the affected teacher or the Association first knew of the act or condition upon which the potential grievance is based. If the informal discussion does not occur within the twenty (20) day time limit, a grievance may be processed to Level Two as set forth below.

- d. It is understood and agreed that all aspects of such informal discussions, if any, which take place shall have no bearing or precedential effect on the resolution of that grievance or any similar grievance filed in accordance with this Article.
- e. If a grievance is resolved as a result of an informal discussion, the principal or the grievant may reduce that resolution to writing prior to the termination of the time limits for filing a formal grievance. The absence of such a written resolution executed by both parties shall serve as notice to the grievant involved to file a formal grievance if that teacher or the Association so desires.
- f. Such informal discussions shall not modify the time limits set forth in Level Two of the formal grievance procedure.
- g. Either party to this Agreement may request Informal Resolution. Informal Resolution may be utilized when both parties to the dispute voluntarily agree to participate to resolve disputes. Timelines are not suspended pending Informal Resolution, except with the written agreement of both parties. It is understood that the parties to the dispute are the District and the Association.
- h. Any granting of any requested relief under this informal procedure is subject to the written approval of the Superintendent or designee.

4. LEVEL TWO - IMMEDIATE SUPERVISOR

- a. A grievance must be filed in writing, specifying which provisions of this agreement have allegedly been violated and the reasons for the alleged violation, to the appropriate supervisor or designee within 30 days of the grievant's knowledge of the grievance or the facts, incident, violation or situation which gave rise to the grievance. In the event the grievance is not resolved at Level One, the grievant may file a formal grievance at Level Two within ten (10) days of receipt of the Level One decision.
- b. "The supervisor shall meet with the grievant and may include any representative within the ten (10) days after receiving the grievance, shall attempt to resolve the grievance and shall issue a written decision granting or denying the grievance within ten (10) days of the above meeting."

5. LEVEL THREE - SUPERINTENDENT

- a. In the event the grievance is not resolved at Level Two, the grievant may appeal the supervisor's decision in writing to the Superintendent within ten (10) days of receipt of that decision.
- b. "The Superintendent or designee shall meet with the grievant including any representative within ten (10) days after a timely request to move the grievance to Level Three, shall attempt to resolve the grievance and shall issue a written decision granting or denying the grievance within ten (10) days of the above meeting."

6. LEVEL FOUR - BOARD OF TRUSTEES

- a. In the event the grievance is not resolved at Level Three, the grievant may appeal the Superintendent's decision to the Board within ten (10) days of its receipt.
- b. The Board shall address the grievance at a regularly scheduled meeting for which a legal agenda can be posted but no later than 30 days after receipt of the grievant's appeal. The thirty (30) day time line may be exceeded only where the notice requirements of NRS 241.033 apply to the grievant. The Board shall issue a written decision granting or denying the grievance within twenty (20) days after the meeting.

Procedures for Board Hearing:

1. The Grievant or Representative will provide all of the written materials it intends to introduce as exhibits to the Board at least seven (7) working days in advance of the Board hearing. Board hearings at Level Four shall not be scheduled less than 15 days following the Grievant's appeal to Level Four without mutual consent by both parties.
2. At the time it provides the written materials, the Grievant or representative will state the total amount of time it is requesting for its presentation at the hearing. In the absence of such request, forty-five (45) minutes will be allotted to the Grievant or representative. Time requested and allotted pursuant to this section shall not include time to answer questions posed by Board members during the process of the Grievant's presentation.
3. In the event the Grievant or representative has requested more than forty-five (45) minutes, the Board will adjust its agenda accordingly. The Grievant or representative will not request a total hearing presentation time in excess of sixty (60) minutes.

7. LEVEL FIVE - ARBITRATION

- a. In the event a grievance is not resolved at Level Four, the Association may request arbitration within ten (10) days of receipt of the Board's decision. A written notice of intent to arbitrate shall be made by delivery to the Superintendent.
- b. Within ten (10) days after such written notice of submission to arbitration, the Superintendent and the grievant shall attempt to mutually agree upon an arbitrator and to obtain a commitment from such arbitrator to serve. If within the ten (10) day period the

parties are unable to agree upon an arbitrator, a request for a list of seven arbitrators shall be made to the American Arbitration Association (AAA) by either party. The parties shall equally split administration fees assessed by AAA.

- c. Within ten (10) days of the receipt of the list, each party shall alternately strike names from the list and the name remaining shall be the arbitrator. In striking names, the Association shall strike first.
- d. Neither party shall be permitted to introduce evidence which was not submitted to the other party before the completion of Level Four meetings unless the arbitrator determines that the evidence was not available or known to the party offering the evidence before the completion of the Level Four meetings. If new evidence is admitted to the arbitration proceedings, a reasonable continuance of the arbitration hearing may be granted by the arbitrator if requested by the adverse party to respond.
- e. Arbitration shall comply with the rules of the American Arbitration Association. All hearings held by the arbitrator shall be closed sessions. No party associated with the arbitration shall comment outside the arbitration itself until the arbitrator renders a decision.
- f. The arbitrator shall not have the authority to modify, amend, alter, add to, or delete from any provisions of this Agreement. An arbitrator, in the absence of the expressed written agreement of both parties, shall have no authority to rule on any dispute between the parties other than the dispute which was originally processed.
- g. The arbitrator's decision shall be submitted in writing to both parties no later than thirty (30) days after the closing of the record. The decision shall be final and binding on the parties to this Agreement.
- h. The expenses of arbitration proceedings (arbitrator's fee, recorder's fee, rental of a facility, and any other fees deemed necessary) shall be shared equally by the district and grievant. Each party shall pay its own costs of preparing and presenting its case including the cost of a transcript.
- i. The parties may mutually agree in writing to conduct any arbitration under this Article pursuant to the then existing Expedited Labor Arbitration Rules of the American Arbitration Association in effect at the time the grievance was filed.

8. MISCELLANEOUS

- 1. No reprisals of any kind shall be taken by either party against a party of interest, any school designee or any other participant in the grievance procedure by reason of such participation.
- 2. It is mutually agreed upon by both parties to the grievance that if any level listed is not necessary to the presentation of the complaint, then the level(s) may be deleted from the process.
- 3. If meetings and hearings are called during school hours, no grieving teacher or their designated representative shall be subject to a salary deduction for attending.

4. For the purposes of “time limits” referenced in Article 6 Grievances, “day” shall be defined as a regular work day in Article 2 Definitions.

ARTICLE 7 TEACHER RIGHTS

1/12/12

1. No written periodic evaluation report or written documentation concerning a teacher shall become a part of the teacher's personnel file without the teacher being presented a copy signed by both the teacher and the supervisor thereof. The teacher shall have the right to respond to any material placed in their file within ten (10) days of their receipt of the signed and dated copy of the material. The teacher's response shall be submitted to the appropriate supervisor who shall forward the response to the person responsible for maintaining such files. This person shall attach the response to the related material in the file.
2. If any complaints are filed against a teacher that warrant written documentation, the teacher shall be notified of such complaints within ten (10) days and allowed to respond in writing. Teachers shall have the right to challenge the accuracy of any non-evaluative material placed in their file. If the administration cannot substantiate the accuracy of the material it shall be removed.
3. Teachers shall have the right, upon written request to the Director of Personnel, to review and receive copies of all materials in their personnel files except where the District is entitled by law to maintain the confidentiality of such materials. The District reserves the right to charge an appropriate fee for any such copies. Upon request by the employee, written documentation (excluding evaluation reports) may be removed from the employee's master personnel file. The final decision regarding removal of written documentation from the employee's personnel file rests with the District. Removal of admonitions from an employee's personnel file shall comply with Nevada Revised Statutes.
4. The teacher shall be entitled to have an Association representative or an individual of his own choosing present during any meeting which could adversely affect the teacher's position, employment, or salary. No post-probationary teacher shall be disciplined, suspended, transferred or terminated without just cause. Any such actions involving probationary teachers will be in accordance with NRS 391.
5. The District and the Association shall not discriminate against any employee in the bargaining unit based on race, religion, gender, age, physical or visual disability, National origin, or because of political or personal reasons or affiliations.

ARTICLE 8 TEACHER PROTECTION

1/11/00

1. The District shall ensure a means of communication between the teacher and immediate supervisor. Each principal shall develop procedures to be utilized in an emergency situation when rapid communication or immediate assistance is needed and communicate these to the faculty. These procedures shall be implemented prior to the first day of student attendance and shall be included in the faculty handbooks.
2. When a teacher becomes aware of an actual or potential danger, or of an emergency, the teacher shall report the situation to the teacher's supervisor or designee as soon as possible. The supervisor or designee shall investigate and take appropriate action. The teacher should contact emergency services as soon as possible when the situation requires such action.
3. Any teacher involved in an assault or battery within the course and scope of their employment as defined by Article 2, subsections 13 and 25, shall make a written report of the incident within three (3) days. The District shall, within 24 hours, initiate an investigation of the incident, take appropriate action, and provide to the teacher a copy of the investigative report and action taken. The teacher shall make supplemental written reports, attaching copies of any information, complaints and/or police reports in connection with the assault or battery within five (5) days after the teacher has received them. If the teacher is served with legal papers as a result of the incident, the teacher shall provide the District with a copy of such service within five (5) days and report the final disposition of any such proceeding. All reports referred to shall be made to the teacher's principal or immediate supervisor.
4. The District will tender a defense for an employee acting within the scope of his/her duties in accordance with the requirements of NRS 41.0339. In addition, the District shall comply with the requirements of NRS 391.271.
5. If the teacher considers filing a criminal complaint, the superintendent and the administrator shall provide assistance in the event the District Attorney's office or other appropriate municipal authority files criminal charges on behalf of the teacher. In the event no criminal charges are filed, the Superintendent and site administrator may assist the teacher's pursuit of civil litigation against the person(s) who committed the assault or battery or both assault and battery. If the District deems it necessary, the District may file a complaint on behalf of the teacher.
6. In the interest of teacher safety, the District shall cooperate with law enforcement agencies. Supervisors shall request assistance from law enforcement agencies when warranted.
7. The District shall provide teachers with information regarding students that have, within the preceding 3 years, unlawfully caused or attempted to cause serious bodily injury to any person and with whom they may have consistent contact as specified in NRS 392.850. The District shall provide this information based upon any written records that the District maintains or which it receives from a law enforcement agency or a court. The District need not initiate a request for such information from any source.

The Notification Procedure will be as follows:

- a. The Superintendent will maintain a record of all written reports that the District receives from any law enforcement agency or court that a student has, within the preceding three (3) years, unlawfully caused or attempted to cause serious bodily injury to any person.
 - b. Upon receipt of such written report from a law enforcement agency or court, the Superintendent will notify the administrator of the school in which the student is enrolled by telephone within 48 hours with any available information. This verbal notice will be followed by a written notice.
 - c. The administrator will notify teachers, who may have consistent contact with the student who is the subject of such report, about the student within 24 hours of receiving the verbal notice from the Superintendent.
 - d. The administrator will notify the Superintendent in writing that the teachers have been notified within three (3) days of notification. This written notice will include the date when the administrator notified the teachers and which teachers were notified.
 - e. Should law enforcement contact the administrator directly, the administrator will notify the affected teachers within 24 hours and provide documentation to the Superintendent pursuant to (d).
 - f. No teacher of the District is obligated to initiate a request for such information from any source.
 - g. All information received by a teacher pursuant to this Article is confidential by statute and must not be further disseminated by the teacher. The Superintendent shall advise the administrator of the school, who will in turn so advise the teachers who are given information pursuant to (c) at the time they are informed.
8. A teacher may restrain a pupil when it is essential to quell a disturbance that threatens physical injury to any person or the destruction of property, to obtain possession of a weapon or other dangerous object within a pupil's control, for the purpose of self-defense or the defense of another person or to escort a disruptive pupil who refuses to go voluntarily with the proper authorities. This provision in no way permits a teacher to utilize corporal punishment of students.

ARTICLE 9 WORKING CONDITIONS

6/3/14

1. The salary indicated on the teachers' salary schedule shall represent the amount to be paid to teachers for a contract year.
2. One hundred eighty (180) days of the contract year shall be teaching days.
3. Three (3) days shall be scheduled prior to the first teacher day of school for various activities. All staff members shall be present at these activities. At least one (1) complete calendar day shall be available for teachers to work in their classrooms. The remaining two (2) days may be used by the administration to meet with staff to review information for the school year and to take care of all necessary items. A portion of these two (2) days may be scheduled for the orientation of new staff members. Whatever portions of the days remain may be allocated to teachers for work in their classrooms. Newly hired teachers may at the discretion of the District receive contract extensions for up to five (5) additional days designated specifically for the purpose of participating in teacher induction in-service training in their first or second year of employment, contingent on continued grant funding paying for such additional days. Compensation for such additional days shall be at the newly hired teacher's first year daily rate of pay. Where possible the training will be scheduled to immediately precede or immediately follow the teacher's regular contract year.
4. One (1) day at the end of the first semester shall be one-half (½) in-service and one-half (1/2) teacher work day.
5. Two (2) days each semester shall be minimum days for use as teacher-parent conference days in grades K-6. A minimum day shall meet the requirements of NAC 387.105, which requires that such a day be two-thirds of a full school day in session.
6. If a teacher has a contract for days beyond the one hundred eighty-four (184) days of his/her contract, the rate of pay will be 1/184 of his/her contracted salary for each additional day worked. These additional days will be paid at 1/184 of the teacher's contracted salary, with retirement service credit included.
 - a. Counselor contracts will be extended according to the following scale:
 - i. Counselors at Carlin, Jackpot, Owyhee, and Wells Combined Schools, as well as West Wendover Junior/Senior High School will be placed on 190-day contracts.
 - ii. Counselors at Elko and Spring Creek High Schools will be placed on 192-day contracts.
 - iii. Counselors at all Junior High and Middle Schools will be placed on 188-day contracts.
 - iv. Counselors at K-5 and K-6 schools will remain on 184-day contracts.

- b. School nurses will be contracted for one hundred ninety (190) days.
 - c. School psychologists will be contracted for two hundred twenty (220) days. Included in the contracted days are ten (10) paid holidays limited to Labor Day, Nevada Day, Veterans' Day, Thanksgiving Day, Family Day, Christmas Day, New Year's Day, Martin Luther King Day, President's Day, Memorial Day.
 - d. Teachers of agriculture will be contracted for two hundred twenty (220) days.
7. Teachers shall be required to work at the school premises a regular workday of seven (7) hours not including the lunch period. Teachers with extra duty assignments shall be considered to be on school premises (for purposes of determining the regular work day) while performing the assigned required duties that are not at the location of their primary assignment. Teachers shall have a thirty (30) minute uninterrupted duty free lunch period unless the lunch period for students is less than thirty minutes. If the lunch period for students is less than thirty minutes teachers shall have a duty free lunch equal to the lunch period of the students. Teachers who participate in a paid lunch duty are not guaranteed a minimum duty free lunch.
 8. The daily starting and departure time for teachers shall be set in each school by the principal in accordance with duty schedules or when students are present and supervision is necessary.
 - a. When regular teacher workday is extended by faculty meetings, school site curriculum meetings, IEP or 504 plan meetings, or in-service training, which the teachers are required to attend, the principal will make adjustments in a following regular teacher work day, which is mutually acceptable to both parties, to compensate for the extra time spent. If compensatory release time cannot be scheduled by mutual agreement of the teacher and the administrator by the end of the school year in which earned, the teacher will then be paid for the extra time spent beyond the contract day at the rate of 1/184th divided by 7 of the BA-0 step. The principal will document all such time accumulated in each calendar month which will be paid in December and June of each contracted year.
 - b. Any teacher required to perform a non-paid duty immediately prior to or immediately after the regular teacher work day shall have a modified schedule so the length of their work day is consistent with the normal work day.
 9. The responsibility of the teacher to be available for conferences with parents is recognized as a teacher's professional responsibility and shall be encouraged by the Association. Teachers are expected to be available to parents and students for consultation before and/or after the first and/or the last regularly scheduled class or preparation period. Teachers shall continue the tradition of participating in other educational activities, such as, but not limited to, Open House, school programs, professional training, committee work.
 10. All teachers shall have during the teacher work week time for planning preparation. Teachers in grades 7-12 and teachers in middle schools with 6th grade shall be assigned one period per day for preparation so long as there is a seven (7) period day. In schools that adopt alternate scheduling the preparation time will not be less than that provided in regular schedule over a two-week period. In

grades K-6 the teacher shall have the equivalent of thirty (30) continuous minutes per day for a total prep time per week of at least 150 minutes. Building administrators shall schedule preparation time in not less than (30) minute blocks during student contact time. A teacher's lunch period or recess time shall not be included as part of a teacher's preparation time period. Preparation time shall be duty free but this provision does not exclude parental conferences or meetings with the principal during this time. When a special subject area teacher is in charge of an elementary school teacher's class, the regular teacher may leave the class and use that time for preparation or planning. All elementary teachers, including specialists, shall be included under these guidelines. If a work schedule does not adhere to the conditions set forth in this section, the principal in conjunction with the district shall cause a schedule to be constructed to reflect the preparation time requirements. If such schedule cannot be made, the teacher shall be allowed any compensatory time or remuneration as defined in Article 9, Section 12 of the Master Agreement. At no time shall an employee under this section be asked to forfeit his/her right to 150 minutes of preparation time per week without compensation.

11. Teachers who teach a "zero hour" shall be paid on the basis of one-seventh (1/7) of the current contracted salary. Contracts for teaching an extra period will be renewed annually by mutual consent.
12. Any regularly employed teacher teaching an additional class over the number of classes to which he or she is assigned, in accordance with the class schedule of the school because of the unavailability of substitute teacher, shall be compensated at the rate of 1/7 of 1/184 of the base salary per instructional hour in addition to his or her contractual salary or may accumulate the time hour for hour to be utilized as a personal leave day. Seven (7) accumulated hours will equal one (1) personal day. A maximum of two (2) personal leave days accumulated pursuant to this paragraph may be used per school year. Personal leave earned pursuant to this paragraph cannot be carried from one year to the next. Unless the parties agree otherwise in writing, changes in the rate become effective the first contract day following the ratification and approval of the contract by both parties.
13. Travel time of any teacher required to travel during the normal school day shall be considered as part of such teacher's teaching day, with the exception of travel to and from the teacher's regular work site. Mileage and/or gasoline allotments determined by the District will be granted to such teachers when using their own vehicles when a District vehicle is not available or when they have been given permission to use their vehicle instead of a District vehicle. Teachers who are required to attend mandated District meetings, in excess of the contracted work day shall be compensated for their travel and attendance time and/or reimbursed according to the District's established per diem rate.
14. On the last workday preceding Thanksgiving Break, Christmas Break and Spring Break, the teacher's workday shall be shortened by two hours. The last teaching day of the year shall be a regular teacher work day and students shall be dismissed two hours early.
15. The Board recognizes that the primary responsibility of the teacher is to teach and shall organize the school day to insure that end to the extent possible. Building administrators shall equalize the non-instructional duties of teachers.

16. Teachers are prohibited from using personal electronic communication devices during their classroom instructional time, except in emergency and educational situations. This would include, but not limited to, cell phones, pagers and beepers.
17. A principal's advisory committee shall be established at each building site. The committee shall meet as often as necessary, but not less than quarterly. It shall consist of the principal and at least three teachers representing various grade levels or curricular areas, who are elected by the faculty. The purpose of the PAC is to assist in solving problems at the building level and provide input to the administration regarding concerns represented by the majority of the staff. PAC is not a forum to discuss the isolated concerns of an individual staff member or small group of staff members. There will be no discussion of personnel during these meetings. This committee is advisory only. Discussion shall focus on areas that deal directly with the educational process. Any plan of action reached by the PAC will be conveyed to the entire staff.
18. Complete updated policies shall be made available at each school site and shall be accessible to all teachers. An updated copy of the District policies shall be provided to the Association.
19. The Board shall establish the starting date for school annually. Holidays and vacations during the school calendar year shall be established through the negotiations process with all recognized bargaining units. The calendar shall be published by April 1st each year.

ARTICLE 10 MATERIALS AND SUPPLIES

12/15/98

1. Textbooks, supplementary materials and instructional supplies shall be provided based on class enrollment and subject to budgetary constraints. Written recommendations submitted by teachers concerning the quality and durability of supplies and equipment shall be considered when ordering or re-ordering. Principals shall inform teachers of the disposition of their requests for supplies.
2. The Board recognizes that members of the teaching profession are qualified to assist in the improvement of educational standards, including curriculum development and shall include faculty in curriculum development and textbook adoption.

Any absence without authorization shall be grounds for disciplinary action. Any unauthorized absence for three (3) consecutive school days shall constitute an abandonment of position and may be treated by the Board of Trustees as a resignation. Leave under this section may be taken in fifteen (15) minute increments up to a contracted day.

Sick Leave

1. Sick leave shall be granted in the amount of fifteen (15) days per year and shall be advanced at the beginning of each contract year. Sick leave balances will appear on each teacher's monthly warrant.
2. Teachers shall have unearned sick leave deducted at the following rate:
 - a. Contracted daily rate times the number of days not earned.
3. Sick leave shall be granted for the following reasons:
 - a. Personal illness or disability due to an accident.
 - b. Illness, accident, or death in the immediate family. Immediate family shall mean: spouse, children, parents, sister, brother, mother-in-law, father-in-law, grandparents and grandchildren.
 - c. Leave with pay for an operation or regularly scheduled medical or dentist appointment.
 - d. A teacher who is unable to work because of illness or disability and who has exhausted all sick leave available shall be provided with additional leave in alignment with the provisions of the Family Medical Leave Act (FMLA).
 - e. The District reserves the right to request certification by a physician or dentist that the interventions should not be postponed, if a question arises.
 - f. Should a teacher be absent from his/her assignment for four (4) or more consecutive days or should there be a pattern of chronic or repeated absences, or the district has cause to suspect an abuse of a leave, the District reserves the right to require the employee to provide verification of illness/debilitating condition from a physician in order to establish that the absence meets the criteria stipulated in Article 11.3.a – Article 11.3.c.
 - g. The Superintendent reserves the right to require the teacher to submit to an independent medical evaluation by a physician of the District's choice at District expense for any use of sick leave that extends beyond ten (10) consecutive work days.
4. Non-emergency use of sick leave for doctor or dental appointments shall not be taken:
 - a. during teacher workdays prior to the first day of school, or the first week or the last week of

the school year or during final examination time, or

- b. immediately before or after a holiday or vacation period without at least five (5) working days prior written notification, except in emergency situations, and without the prior approval of both the principal and the Superintendent.

5. Payment for unused sick leave is to be made under the following conditions:

- a. Upon retirement under the Public Employees Retirement System of the State of Nevada of a teacher from covered employment, the teacher is entitled to payment at the rate of \$60 per day. A teacher who has fifteen (15) years to nineteen (19) years of service with the Elko County School District is entitled to a payment of not more than \$6,500*; a teacher who has twenty (20) to twenty-four (24) years of service is entitled to a payment of not more than \$7,750**; and a teacher who has twenty-five (25) or more years of service is entitled to a payment of not more than \$9,000***.
- b. Upon the death of an employee who is employed at the time of death, who has fifteen (15) to nineteen (19) years of service with the Elko County School District, the beneficiaries of the employee are entitled to a payment of not more than \$6,500*; an employee who has twenty (20) to twenty-four (24) years of service, the beneficiaries of the employee are entitled to a payment of not more than \$7,750**; an employee who has twenty-five (25) or more years of service, the beneficiaries of the employee are entitled to a payment of not more than \$9,000***.
- c. *\$8,500 with 75% or more of maximum possible sick leave accrual balance
**\$11,000 with 75% or more of maximum possible sick leave accrual balance
***\$13,500 with 75% or more of maximum possible sick leave accrual balance

Section (c.) above, only applies to instructional staff where a substitute must be secured in the employee's absence (i.e. teachers, librarians, and certified nurses).

Sick Leave Bank

- 1. Members of the Association may join the District Sick Leave Bank in accordance with the rules of the bank. (See Appendix D)
- 2. Any review or changes in the sick leave bank rules shall be considered by the negotiations team with final approval by the Board.

Donation of Sick Leave

- 1. Employees may make one or more voluntary irrevocable donations of the employee's vested sick leave in increments of twenty (20) days or more to another school employee under the following conditions:
 - a. Sick leave may be donated to another employee who is categorized as 1st or 2nd degree on the Nevada Consanguinity/Affinity Chart (parent, child, spouse/domestic partner*,

- grandparent, brother/sister, grandchild, parent-in-law, or daughter/son in law);
- b. Sick leave may not be donated to other employees outside of the 1st and 2nd degrees on the Nevada Consanguinity/Affinity Chart;
- c. Sick leave may not be donated to another employee until the employee has exhausted all related leave;
- d. Sick leave may not be donated to another employee until the employee has exhausted all other existing sick leave support systems such as the Sick Leave Bank.
- e. Requests for exceptions to these requirements due to special circumstances may be reviewed by the Elko County School District Sick Leave Bank Committee on a case-by-case basis if warranted. Decisions made by this committee are final and not subject to appeal.

*Registered domestic partnership with the Secretary of State.

Personal Annual Leave

1. A teacher may be granted two (2) days of annual leave per year for personal reasons with pay. The building principal shall approve requests for the above leave, when the request is made five (5) days prior to the desired leave. For requests made less than five (5) days but more than two (2) days prior to the desired leave, the principal may grant the leave contingent upon securing substitute teachers. Personal leave requests with less than two (2) days notice will be determined by the Superintendent.
2. A teacher can earn up to two (2) additional days of personal leave pursuant to Article 9, paragraph 12. Use of these personal days must follow the same procedure as outlined in Personal Leave, paragraph
3. Personal leave shall not be taken:
 - a. during teacher workdays prior to the first week of school, the first or the last week of the school year or during the final examination time or,
 - b. immediately before or after a holiday or vacation period without at least five (5) working days prior written notification, except in emergency situations, and without the prior approval of both the principal and the Superintendent.
 - c. during the last week of the school year personal leave may be approved for attendance at graduation or preparation for graduation ceremonies.
 - d. during the last week of the school year personal leave may be approved for attendance of college classes approved pursuant to Article 14, Section 1, which are held during the school day prior to the end of contract time.
4. Personal leave will not be approved retroactively.

Personal Business Leave:

1. Each teacher shall be entitled each year of his employment two (2) days leave to be deducted from sick leave for the purpose of taking care of the following:
 - a. Personal business involving such entities as courts, lawyers, banks, credit unions, and local governments whose hours limit accessibility.
 - b. Death of other than the immediately family.
 - c. Wedding involving a member of an employee's immediate family.
2. Personal business leave shall not be taken immediately before or after a holiday or vacation period without the prior approval of both the Principal and the Superintendent.
3. Personal business leave granted by the Superintendent or designee in excess of two (2) days per year shall be deducted at the same rate as specified for sick leave. Denial of personal business leave pursuant to this paragraph shall not be subject to the negotiated grievance procedure.

Leave For Unforeseen Circumstances:

1. With notification to the Principal and with the approval of the Superintendent, leave may be granted when unforeseen circumstances prevent a teacher from exercising his/her duties. Salary deduction shall be limited to substitute's pay. Unforeseen circumstances shall mean such occurrences as cannot be reasonable foreseen under normal circumstances.

Professional Leave:

1. A teacher may be granted not more than one (1) year professional leave without salary and benefits upon written application to the Board of Trustees, contingent upon securing a suitable replacement.
2. Whenever a teacher is granted a leave of absence for the period of a school year for the purpose of professional improvements, the following shall apply:
 - a. The professional improvement is college-level classes that will make a substantial contribution to the improvement of the employee in a field of the profession in which he is engaged, or a field in which the District shall place the employee.
 - b. At least thirty (30) undergraduate college semester credits or twenty-four (24) graduate semester credits are earned with no grade lower than the average grade of the institution in which the credits are earned. Correspondence or in-service training course credits shall be considered.
 - c. The credits are earned in a college or university recognized by the State of Nevada for licensing purposes.
 - d. The teacher has worked for the District not less than four (4) full years immediately

preceding the year for which the leave of absence is granted.

- e. A teacher returning from professional leave shall be reinstated to a comparable position located in the same geographic area, or shall be given consideration for any other vacancy they may be qualified for, should one occur upon completion of their professional leave. All conditions of the transfer policy will be met.
- f. The teacher, on return to the District, shall be allowed an increment on the salary schedule just as though she/he had been regularly employed during the year for which the leave was granted.
- g. Leaves shall be granted by the Board of Trustees in such a manner as shall best serve the interest of the District.
- h. No credit for sick leave shall be accrued during this leave. The teacher shall be credited with any previous accumulated sick leave upon his/her return.
- i. Teachers must agree to return to the Elko County School District for a minimum of one (1) year following professional leave.
- j. At the request of the teacher, the portion of the group medical insurance premium normally paid by the District for the teacher shall be continued during the professional leave.
- k. A teacher who wishes the medical insurance premium paid while on professional leave shall furnish a surety bond indemnifying the District against loss in the event the teacher fails to render the minimum service required after return from leave.

Sabbatical Leave:

1. A professional growth leave of absence for a full year may be granted to teachers having completed at least seven (7) years of continuous and satisfactory full-time service in the Elko County School District subject to the following conditions:
 - a. Written application must be submitted for consideration to the Superintendent by December 1 for the following year. An advisory committee shall be assembled to make recommendations to the Board. The Board will select a member to participate and the Superintendent will appoint one (1) teacher and one (1) administrator to serve on the committee.
 - b. Sabbatical leave shall be for two (2) semesters within the same fiscal year.
 - c. The teacher has not taken sabbatical leave during the preceding seven (7) years.
2. Granting of the leave is dependent upon the ability of the District to secure a suitable replacement. Successful applicants shall be notified by March 1, that dependent upon securing a replacement, they have been granted sabbatical leave.

3 Professional Improvement Activities:

- a. Applicants shall submit a program of academic study for sabbatical leave and shall undertake a full program of at least twelve (12) hours of graduate study per semester. The program shall be designed to increase the teacher's knowledge in the area of his/her current teaching assignment.
 - b. Applicants who desire to travel must submit a complete statement of the proposed itinerary. Acceptable travel is defined as travel in foreign countries or travel that will enrich the teacher's experience and understanding of other peoples and other cultures. Such travel shall be for at least twelve (12) hours of graduate study per semester from an accredited university or the Nevada Department of Education re-certification division; or be a part of the total hours earned under the requirements paragraph (a). All requirements of paragraph (a) will need to be completed.
 - c. The purpose of sabbatical leave shall be flexible enough to provide for the needs of the individual and schools. Unusual cases should be given special consideration by the Superintendent and Board of Trustees.
4. Each year, the Board of Trustees may approve a maximum of four (4) teachers for sabbatical leave.
 5. That portion of the group medical insurance premium normally paid by the District shall be continued during the sabbatical leave.
 6. Teachers requesting and being granted a sabbatical leave shall be reinstated to a comparable position located in the same geographic area, or shall be given consideration for any other vacancy they may be qualified for, should one occur upon completion of their sabbatical leave. All conditions of the transfer policy will be met. Eligibility for salary increments shall remain in effect and the contractual status of the teacher on leave shall not be affected.
 7. A teacher on sabbatical leave shall receive as compensation one-half of basic pay exclusive of extras or compensation for extracurricular activities. A teacher who accepts a sabbatical leave must sign a statement of intention to return to Elko County School District for a period of at least three (3) years and shall furnish a surety bond indemnifying the District against loss in the event the teacher fails to render the minimum service required after return from leave.
 8. Failure of a teacher to devote the entire period of the leave to the purposes for which the leave was granted shall constitute a cause for removal from the teaching service, unless justified by illness, incapacity, or Board approval.
 9. Teachers on sabbatical leave shall not engage in full-time remunerative work other than fellowship, scholarship and other grants they may receive from other sources regarding their leave, without the prior approval of the Superintendent.
 10. Teachers returning from sabbatical leave shall submit a written report to the Superintendent by the

second Monday in September, summarizing and evaluating the benefits derived from the sabbatical. The teacher will make a formal presentation at a regularly scheduled board meeting thereafter.

Summer Leave:

1. Teachers ordinarily required to work during the summer months shall be allowed time for one (1) full summer course every three (3) years until such personnel acquires a master's degree.
2. Other teachers ordinarily required to work during the summer months shall be allowed time for one (1) six-week (6) summer course during any year upon application and approval.

Maternity Leave:

1. Maternity leave may be granted to teachers. Leave of absence for maternity must be applied for not later than sixty (60) calendar days prior to the expected date of delivery. The leave may be terminated by the Board of Trustees prior to its expiration upon written request of the teacher and written approval of the attending physician. At the expiration of the leave, the teacher is expected to return to duty or submit a request for extension of the leave or submit a letter of resignation. The absence of either action will result in termination of employment.
2. Teachers who become pregnant may continue to perform their assignments until:
 - a. The teacher requests relief from her assigned duties, or
 - b. The teacher's condition interferes with her carrying out her assigned duties, or
 - c. The health of the employee may be affected by her continuing to work.
3. Any teacher who continues working while pregnant assumes the risk of physical harm to the employee resulting from her continuing to work despite her pregnancy condition.
4. A teacher shall be granted maternity leave not to exceed twelve (12) weeks immediately following the child's birth. The teacher will have the option of charging any and all maternity leave to her/his accrued sick leave or if accrued sick leave is not sufficient, leave may be taken without pay.
5. Upon written verification from her physician that the female teacher is unable to perform her duties due to disabilities caused or contributed by pregnancy, termination of pregnancy, miscarriage, childbirth, or recovery there from beyond the initial twelve (12) week period, a female teacher may have the option of charging such period of disability to her accrued sick leave. Upon her return the teacher shall be credited with any accumulated unused sick leave.
6. If the doctor certifies that the physical condition of the teacher is such that the teacher should not resume assigned duties at the conclusion of the three month leave such leave may be extended to a date when the teacher is in physical condition to return to assigned duties, but in no event shall such extended leave exceed twelve (12) months after the date of the birth of the child.

6. Maternity leave will be available to teachers during the twelve (12) weeks immediately following the child's birth. A teacher may take maternity leave at the beginning of the school year through the child's twelfth week of life providing she/he applies for the leave pursuant to #1.
8. If a teacher does not return to his/her assigned duties by the employment date set forth in his/her maternity leave, all employment rights of the employee in the District shall cease.
9. If both husband and wife are employed by the District, either one may take leave for the birth of the child. However, the leave may not exceed a combined total of twelve (12) weeks and may not extend beyond the child's twelfth (12) week of life.

Adoption Leave:

1. Adoption leave shall be permitted to either the mother or father.
2. For purposes of determining length of the leave and use of sick leave, adoption leave shall be granted utilizing the same guidelines as maternity leave.
3. The teacher should notify his or her supervisor at least ten (10) days in advance of his or her desire to use adoption leave. In cases where ten (10) days advance notice is not possible, the teacher should give as much advance notice as possible.

Conferences and Visitations:

1. Upon having received ten (10) working days prior written notification, except in emergency situations, the Superintendent may authorize professional leave for attendance of personnel at state, regional and national meetings without pay deduction. The number of absences allowable is a judgment value on the part of the Superintendent and is subject to budget limitations for employing substitutes and reimbursement for travel, meals and lodging.

Community Service Leave:

1. Leave of absence, not to exceed three (3) days in any school year, may be granted upon written application in advance for participation in civic or community activities. Participant must be an officer or an official delegate representing the organization to be eligible for such leave. Upon approval of such request by the Superintendent, salary deduction shall be limited to the substitute's pay for each day of absence.

Military Leave:

1. Military leave will be granted as provided by applicable Nevada Revised Statute 281.145.

Court Leave:

1. A teacher who serves as a member of a jury or is subpoenaed to appear in court shall not have a loss in pay due to such service.

Leave of Absence:

1. Leave of absence without pay for a school year or part of a school year may be granted by the Board to teachers who have completed at least three (3) continuous years of service to the District, upon written request. If granted, such leave will not exceed one (1) year. Leave without pay may be granted for the following reasons or such other reasons that the Board feels are appropriate:
 - a. Exchange with a teacher from another school system.
 - b. Child rearing.
 - c. Service as an elected public official.
 - d. Other.
2. Under extraordinary circumstances, the Board may decide to extend leave without pay beyond one (1) year should the teacher make such a written request.
3. All teachers who are on leave of absence without pay must notify the District personnel office in writing of their intent to return to teaching in the District. This written notification must be received by the District on or before March 15.
4. In the event that the original request for leave has not been complied with, the teacher must submit in writing the reasons for non-compliance with the original leave request.
5. Teachers granted a leave of absence shall return to duty at the same status on the salary schedule unless the teacher has qualified for advancement as shown at the date the leave was granted. The teacher shall be returned to the District in a position comparable to the one formerly held before the leave of absence.
6. Teachers must agree to return to the Elko County School District for a minimum of one (1) year following the leave.

ARTICLE 12 TRANSFER

1/14/03

1. Vacancies

- a. Decisions concerning the filling of vacancies in the District shall be based on the needs of the students, the school, and the best interests of the District. Placement of personnel within the District remains the sole right and discretion of the District within the parameters of this article.
- b. All teachers intending to terminate their employment through resignation or retirement for the upcoming school year are encouraged to notify the Superintendent in writing of their intent by April 1st of the current school year. This provision does not affect the notification date established in Article 14, Section 11.
- c. The Superintendent shall post in the designated faculty posting area of each school, a list of positions known to be vacant for the upcoming school year as the vacancy occurs, and not later than May 1st of each year.
- d. Updates to this listing will occur as additional vacancies are identified until the end of the school year.
- e. After the end of the school year, updated notices for vacancies will be made to the Association president or designee by mail and posted at the District office.

2. Voluntary Transfer

- a. Teachers interested in an intra-district transfer shall make their request no later than April 1st. Such requests shall be made on the proper district forms and/or District website and shall include the school site(s) and position(s)/grade level(s) for which the request is made.
- b. Teachers requesting a transfer by the April 1st deadline shall be given the opportunity to be interviewed by the principal(s) of the school(s) to which the transfer is requested. Upon completion of the interview process, all teachers requesting transfers to existing vacancies shall be notified of the disposition of their request within ten (10) working days of the interview.
- c. Requests for transfers made after the April 1st deadline shall be forwarded to the relevant administrators and these requests shall be considered in the administrator's decision for placement. If a teacher is not granted a transfer to an existing position, that teacher may request a conference with the relevant administrator regarding the basis for his/her decision.
- d. Re-interviews will not be conducted unless initiated by the administrator. Decisions regarding newly occurring vacancies may be based on existing interviews.
- e. Nothing in this article affects the right of the District to advertise potential vacancies and to recruit/interview candidates from outside the District. Nothing in this article shall preclude a teacher from the requesting a transfer at any time and to be considered for placement in that position.

f. Teachers may be considered for transfer after July 30th, however, circumstances such as disruption to an existing program or difficulty in filling the position left by the transfer shall be considered in the disposition of such requests.

3. Involuntary Transfer

A. Involuntary transfers may be necessary due to any of the following conditions:

- a. Declining enrollment;
- b. Fiscal, economic, or budgetary decrease;
- c. Changes in the number of teaching positions;
- d. Curtailment of programs, courses, or services;
- e. Opening of new schools;
- f. Closing of schools;

B. Procedure

- a. The District will solicit and consider voluntary transfers prior to involuntary transfers.
- b. Notice of known, proposed transfers shall be given to the teacher as soon as possible, but not later than the last day of school.
- c. The transfer shall be affected after a meeting between the teacher involved and the Superintendent. At this time, the teacher shall be notified of the reasons for the transfer. Transfers under this provision shall not result in a loss of regular salary compensation or seniority.
- d. In the event involuntary transfers occur during the school year, teachers shall be given as much prior notice as possible, the District shall provide assistance in the relocation, and a substitute teacher hired if necessary.
- e. Involuntary transfers from one school to another school shall be made on the basis of seniority and licensure. The teacher(s) with the least District-wide seniority at the school where a site staff reduction must occur will be transferred first. At the secondary level, reduction within a subject area will be based on District-wide seniority.
- f. Teachers involuntarily transferred for the up-coming school year shall have the first right to return to the school from which they were transferred if a vacancy occurs prior to October 1st of the next school year.
- g. Full-time teachers involuntarily transferred to a position less than full-time will be afforded the opportunity to transfer to a full-time position should one become available.
- h. Teachers involuntarily transferred from their current school will be assigned to an available opening within their attendance area as defined in Article 12, section 4.

- i. When an opening within the attendance area as defined in Article 12, section 4, does not exist for a teacher involuntarily transferred from their current school, the teacher with the lowest District-wide seniority within the same attendance area will be displaced from their position to make room for the more senior teacher.
- j. The displaced teacher will then be offered a position within another attendance area as defined in Article 12, section 4. Should a position not be available in another attendance area, a reduction in force will be implemented for the teacher with the least District seniority in order to make space for the more senior teacher (See Article 13, Reduction In Force for details).

4. Teacher Attendance Areas

AREA #1

Adobe Middle School
Carlin Combined School
Elko Grammar School #2
Elko Senior High School
Flag View Intermediate School
Mountain View Elementary School
Northside Elementary School
Southside Elementary School
Sage Elementary School
Spring Creek Elementary School
Spring Creek High School
Spring Creek Middle School

AREA #2

Wells Combined Schools
West Wendover Elementary School
W. Wendover Jr/Sr High School
Jackpot Combined Schools
Owyhee Combined Schools
All Rural Schools

ARTICLE 13 REDUCTION IN FORCE

1/12/12

The District retains the right, without negotiations, to determine when a reduction in force is necessary, the number of individuals whose employment must be reduced, and which areas of instruction and/or school district operations within which such a reduction in the force shall occur because of lack of work, lack of funds, decrease in enrollment, or reorganization. The District shall provide the reasons for such decrease in enrollment or reorganization, as set forth in NRS 288 and NRS 391.312(1)(g). The District shall provide the reasons for such decisions and the appropriate notification(s) in writing to the affected parties. When the District has completed a plan for any reorganization, reassignment, or reduction in force which may result in a teacher being reduced from the District, the Association shall be notified in writing of the affected parties by certified mail or hand delivery.

1. In the event that there must be a reduction in the teaching force, licensed positions shall be reduced by applying Criteria A, B and C below to those employees on the most recent "District Seniority List."
 - A. Classification (Area of Licensure and Certification and/or highly qualified status as defined by NCLB,
 - B. Performance Evaluations, and
 - C. Seniority
2. Each employee will be categorized into one or more positions for which the employee is qualified to hold based upon Criteria A.
3. Within Criteria A, two (2) and four (4) groupings of employees will be established and maintained as follows:

Two (2) Groupings (effective 2011-2013)

- 1) Grouping One shall consist of each employee with one or more Unsatisfactory Performance Evaluations, ordered within the grouping by greatest number of consecutive Unsatisfactory Performance Evaluations to the least, then by seniority.
- 2) Grouping Two shall consist of each employee with a Satisfactory Performance Evaluation rating, by seniority.

Four (4) Groupings (effective 2013-2014)

- 1) Grouping One shall consist of each employee with an "Ineffective" Performance Evaluation rating, ordered within the grouping by greatest number of combined consecutive "Ineffective" Performance Evaluations to the least, then by seniority.
- 2) Grouping Two shall consist of each employee with a "Minimally Effective" Performance Evaluation rating, ordered within the grouping by greatest number of combined consecutive "Minimally Effective" Performance Evaluations to the least, then by seniority.
- 3) Grouping Three shall consist of each employee with an "Effective" Performance Evaluation rating, then by seniority.
- 4) Grouping Four shall consist of each employee with a "Highly Effective"

Performance Evaluation rating, then by seniority.

4. Employees will be reduced in the order of their groupings based on seniority, as described in the grouping descriptions above, with employees in Group One reduced first and employees in Group Two (2011-2013) or Group Four (2013-2014) reduced last.
5. Individual teachers build seniority in their licensed area(s) of certification, regardless of subject(s) taught. For the purposes of licensed area(s) of certification, seniority is established first by the date of written acceptance of the initial contract offer by the District and second by the date which any additional licensed area certifications are granted by the Nevada Department of Education. Seniority shall be determined by using the following criteria as listed in order of priority:
 - 1) Length of continuous teaching service in the Elko County School District, as defined in Article 2, Section 23.
 - 2) Date "Acceptance of Contract Letter" is received by the District;
 - 3) Length of continuous teaching service in Nevada Public Schools;
 - 4) Date which licensed area certification(s) were obtained after acceptance of contract;
 - 5) In the event two or more employees meet the reduction in force criteria equally and have the same seniority as defined above, the selection of which employee is to be reduced shall be based on the following:
 - a. First, if an employee fails to meet Highly Qualified Teacher requirements under NCLB, that employee shall be reduced.
 - b. Second, if an employee has sustained discipline within the preceding two year period, that employee shall be reduced.
 - c. Third, if an employee is on a one-year contract funded with grant funds, that employee shall be reduced.
 - d. Fourth, if an employee has current National Board Certification, that employee shall be retained over an employee without National Board Certification.
 - e. Fifth, If (a) through (d) above result in a tie, the employee to be reduced will be determined by the individuals drawing lots.
6. A list of all teachers and their seniority date will be maintained by the personnel office. This list shall be updated and a copy provided to the Association annually, in November.
7. The District shall conduct reductions in force according to the following procedure:
 - 1) The District shall determine appropriate certified staffing levels for school sites.
 - 2) The District shall determine the number of certified staff in affected classifications which must be reduced.
 - 3) The District shall utilize attrition by resignation and retirement as the first means of avoiding a reduction in force. Any reductions in force shall be accomplished in accordance with the procedures hereinafter set forth.
 - 4) The District shall establish employee groupings as defined above.
 - 5) The District shall determine the seniority of teacher(s) in affected classification(s) in each grouping throughout the District.
 - 6) The District shall identify the individual teacher(s) with the least seniority in the affected

- classification(s) in each grouping.
- 7) The District shall identify the individual teacher(s) with the least seniority in the licensed area(s) of certification in each grouping.
 - 8) The District shall issue appropriate Reduction in Force letters to affected individuals.
 - 9) Any positions that become vacant as a result of reduction in force shall be filled utilizing Article 12, Transfers.
8. No teacher qualified and licensed to teach a particular assignment or grade level as evidenced by a current valid license issued by the Nevada State Board of Education shall be replaced by another teacher not qualified or licensed for such assignment or grade level as prescribed above.
 9. A teacher whose only choice in displacement is a position that is less than full-time shall be given the opportunity to accept a full-time position for which he/she is qualified prior to recalling reduced teachers.
 10. If a teacher, whose position has been reduced at a particular site, rejects an assignment by displacement, then the school district is under no further obligation to the teacher.
 11. Recall Period: The District shall have no obligation to rehire a teacher after the expiration of two (2) years from the date of reduction. A teacher reduced for more than two (2) years shall lose all seniority and recall rights. Each teacher reduced shall have the right to reinstatement in the reverse order in which they were reduced if there is an opening for which the teacher is qualified.
 12. Recall Procedure: Teachers who have been reduced due to the RIF policy shall be subject to recall based on their qualifications to fill vacant positions in the District. The teacher must provide the District a written notice to be considered for recall, together with complete address and telephone number. Notice of recall will be sent by the District via certified U.S. mail, return receipt requested. In order to remain eligible for recall, the teacher must respond to the District not more than seven (7) days following receipt of recall notification (of recall). If the notification is undeliverable, the District shall have no further obligation after fifteen (15) days have elapsed. Should a teacher decline two (2) such offers of employment, then the District is under no further obligation.
 13. Upon recall to employment, the teachers' seniority, together with all accrued leaves and other benefits, shall be restored to the level at the time of the reduction.
 14. No new personnel shall be hired if a vacancy occurs in an area where licensed teachers have been reduced until all of the above provisions have been met.

15. Teacher Attendance Areas:

AREA #1

Adobe Middle School
Carlin Combined School
Elko Grammar School #2
Elko Senior High School
Flag View Intermediate School
Mountain View Elementary School
Northside Elementary School
Southside Elementary School
Sage Elementary School
Spring Creek Elementary School
Spring Creek High School
Spring Creek Middle School

AREA #2

Wells Combined Schools
West Wendover Elementary School
W. Wendover Jr/Sr High School
Jackpot Combined Schools
Owyhee Combined Schools
All Rural Schools

ARTICLE 14 COMPENSATION

8/12/15

Licensed Salary Schedule

1. Courses to be accepted for movement on the salary schedule will be those:
 - a. Directly relating to the teacher's current license or which will enhance the effectiveness of the teacher's instruction; or
 - b. In a subject for which shortages of personnel, as determined by the Board, exist; or
 - c. That are part of an approved program leading to an advanced degree; or
 - d. Courses which may not fall into the above categories, but which have the approval of the Superintendent.
2. A teacher who is employed by the district shall be placed on the Licensed Salary Schedule based upon his/her experience and training.
 - a. Experience:

A teacher shall be granted one (1) year of experience for each verified year, or major fraction thereof, as a licensed employee of a school district or other agency *(accredited hospital or health care facility) or successful journeyman experience in the case of instruction in a trade area by an occupation teacher. A maximum of five (5) such years may be granted for employment other than by the Elko County School District or another school district in the state. In addition, all years of prior employment of the Elko County School District shall be credited. Experience gained in another district in the state shall be granted as per NRS 391.160.

*This applies only to personnel hired after the ratification date of 2009-2010 CBA.
 - b. Training:

A teacher shall be placed in the appropriate column on the salary schedule based upon completion of the credit requirements for that column. A maximum of one-fourth of the credit requirements for each column may be undergraduate or in-service credits, except if the credit is earned at Great Basin College, in which case up to one-half of the credit requirements may be applied. Credit utilized for advancement beyond the Bachelor's degree column must have been earned after the date the teacher completed the initial course work to qualify for teaching license. Graduate credit earned following a Bachelor's degree but prior to qualifying to teach shall count for salary advancement only when those hours are utilized to secure a Master's degree in an educational field. The hours shall be credited for salary advancement upon the earning of the Master's degree.
 - c. National Board for Professional Teaching Standards:

For each year that a teacher holds certification issued by the National Board for Professional Teaching Standards, the School District shall add five (5) percent to the salary that the

teacher would otherwise receive for that year, if:

- i. On or before September 15 of the school year, the teacher has submitted evidence satisfactory to the school district of his/her current certification; and
- ii. The teacher is assigned by the school district to provide classroom instruction during that year.

There will be no increase in salary given during a particular school year to a teacher who submits evidence of certification after September 15 of that school year.

The school district will reimburse the application fee to any teacher who successfully completes and receives the National Board Certification, only if the funds are available through state funding pursuant to AB 47.

3. A teacher employed in an occupational program shall be placed in the Bachelor's degree column until such time as his training shall qualify him for a higher placement. The teacher must hold a journeyman's card or equivalent license in the trade or occupation in which he/she is employed.

4. Salary Schedule Advancement:

All credits must be complete prior to August 31 of the following year. Official transcripts shall be furnished as evidence of completion of credit and must be received by September 30. If official transcripts shall be delayed, the teacher shall notify the District of the delay prior to September 30. Notification shall be in writing by a college official documenting successful completion of the class and that the transcript shall be delayed. Salary placement will be adjusted only following receipt of the official transcript.

5. Licensed Salary Schedule: (See Appendix A)

- a. 2015-2016 – 2% increase for the 2015-2016 salary schedule retroactive to the first day of the respective 2015-2016 contract.
 - b. 2015-2016 PERS Increase – The District will pay for the 1.125% employee portion of the July 1, 2015 2.25% employer and employee PERS increase.
6. The purpose of Isolation Pay is to provide a recruitment and retention incentive to attract and retain quality teachers in Jackpot, West Wendover, Owyhee and established Rural Schools. Isolation pay shall be paid to teachers employed and residing within the attendance areas: Jackpot, West Wendover, Owyhee and all rural schools. Isolation pay will be as follows:

Jackpot	\$150 per month
West Wendover	\$150 per month
Owyhee	\$150 per month
Rural	\$200 per month

Isolation pay shall cease the first month in which the teacher no longer works at one of these sites. If

the teaching contract has been fulfilled, payments will be continued through June 30 of the respective year.

Teachers who were employed during the 1995-96 school year at West Wendover and who were living in recognized attendance area in effect at the time may be eligible for continued isolation pay even though they may not currently be living in the present attendance area. In order to be eligible the teacher must have:

- a. Uninterrupted employment with the Elko County School District since 1995-96, and
- b. Uninterrupted residence in the affected area (Wendover, Utah) since 1995-96.

Any changes to that status after the beginning of 1996-97 school year render the teacher ineligible for this benefit.

7. The District shall provide the option of direct deposit of pay warrants to the bank of the teacher's choice and payroll savings deductions to Elko Federal Credit Union.
8. The District agrees to allow teachers to enroll in such plans for income protection as are approved by the Association or the District, and agrees to deduct such premiums from those teachers' wages monthly.
9. The District shall make available to the teachers those portions of the IRS Code Section 125 that were in place during the 1994/95 school year.
10. Extra Duty Pay:
 - a. The intent of the extra-duty pay schedule is to compensate teachers who are employed for additional duties performed before or after the regular school day or on days when school is not in session.
 - b. The responsibility for assigning extra duty rests primarily with the school principal who shall determine the duties to be assigned annually and shall make such assignments after due consultation with teachers and with the Superintendent.
 - c. A teacher shall qualify for the longevity steps on the extra duty salary schedule per appendix B.
 - d. Extra duty assignments are in addition to and not a part of a teacher's contract.
 - e. Extra Duty Pay Schedule (Appendix B)
 - f. Criteria For Establishing Clubs (Appendix C)
11. The District will assess a penalty of one and one-half (1.5) percent of the salary base on those resigning their teaching contracts not more than ten (10) calendar days after the last student contact day specified in the District calendar. The 1.5% payment must, at the election of the employee, be

paid to the District by the employee on or before August 1 by cash, cashier's check, or money order, or if not so paid, will be by deduction from the employee's final paycheck. Additionally, teachers failing to complete their contract (early resignation) will be assessed this penalty during the contract payoff process.

12. Shared Contracts:

- a. Any teacher who accepts a shared contract shall be entitled to pro-rated benefits based upon actual hours worked. This is not to be construed as an entitlement on the part of any teacher to a shared contract which may be conferred or renewed at the sole discretion of the District.
- b. A shared contract shall consist of one full-time position at one school shared during one school year by two teachers who have agreed to accept such a contract.

13. Critical Needs Positions:

Notwithstanding any provision of this Agreement to the contrary, there are licensed positions which may be determined by the District to be "Critical Need" positions. In an effort to encourage teachers to accept and then to remain in those positions, the District may grant years in excess of five (5) years for employment other than by the Elko County School District or another school district in the state not to exceed ten (10) years upon initial hire in the District. Teachers who voluntarily leave critical need positions after having been given in excess of five (5) years credit on the salary schedule, shall be placed on the salary schedule column for which they would otherwise have been eligible in the ensuing years of employment. "Critical Need" positions as determined by the District may include but are not limited to secondary science, math, special education (K-12), school psychology, ESL (K-12), school nurse and speech pathology. The provisions of this section begin in the 2007-2008 school year and are not retroactive. Individual placement on the salary schedule for critical need positions does not create a contractual right in future placements for other individuals on the salary schedule.

14. Annualized Paychecks:

All teachers shall be paid based on an annualized Monthly Pay Schedule. Under this Schedule, teachers will be paid twelve equal monthly paychecks over the calendar year on or about the 25th day of each month.

ARTICLE 15 INSURANCE

6/11/14

1. Employee only premium and Retiree premiums will be increased five percent (5%) effective July 1, 2012 and 30 days following ratification and approval respectively. Dependent premiums will be increased two and one-half percent (2.5%) effective 30 days following ratification and approval.
2. If the Fund/account cash basis balance shown by the District Self-Insurance Fund Balance and Claims Status Report (report attached as Appendix F) provided by District Insurance Administrator shall (1) show an overall decline for six (6) consecutive months or (2) an overall decline of \$275,000 from the October 1 opening fund balance anytime during a given plan year (October 1 – September 30) the parties (District, ECCTA, ECSAA AND ECSSO) shall schedule a meeting within two weeks (14 calendar days) to arrive upon a satisfactory remedy to be implemented within thirty (30) calendar days of the date of the report.

If a remedy is not agreed to within two weeks (14 calendar days) of the report showing an overall decline, the parties shall implement a 4.0% premium increase for employees, dependents and retirees and, if needed amend office visit co-pay \$5.00 per visit for Doctor visits and for specialists within thirty (30) days after the parties have met but have not reached an alternative remedy. The above time frames may be changed with written consent of all parties.

3. The District will provide copies of the report to the ECCTA, ECSAA and ECSSO Presidents or designees. The report will contain twelve (12) months of balance data.
4. Life insurance benefits will be limited to an amount which is two (2) times the employee's current salary or \$20,000 whichever is greater.
5. Employees are solely responsible for the entire cost of the premium for group health insurance for their eligible dependents through automatic payroll deduction and subject to the terms and conditions of the group policy.
6. Both the District and the teachers realize that a fiscally sound insurance program is an advantage for all the employees of the District. In the event an emergency exists which might lead to the need to change either the premiums or the benefits of the insurance program, the negotiation teams from the District and ECCTA shall immediately address that concern as a separate issue regardless of the status of contract negotiations.

ARTICLE 16

RETIREMENT

1/14/03

All eligible teachers shall participate in the Public Employees Retirements System of the State of Nevada in accordance with the rules of that system.

Purchase of Retirement Credit for Service:

1. The Board may purchase credit for service (as defined by N.R.S. 286.300) for a teacher when it has been requested by the teacher and it has been found to be of advantage to the District to do so. The teacher must have been employed in the District a minimum of eight (8) years and must agree to retire upon the completion of the purchase. A request to purchase retirement credit may be advantageous to the District financially, instructionally, and/or programmatically.
2. The District may purchase a maximum of two (2) years service credit. The maximum amount which the District shall contribute is that amount determined by the Nevada Public Employee's Retirement System which is necessary to affect the purchase of two (2) years credit for service. If the employee has an existing purchase agreement with the Public Employee's Retirement System, the District shall utilize the above limitation to determine its obligation and may then participate in the existing purchase agreement up to the maximum allowed.
 - a. If the teacher shall have reached the age of 60* or older at the proposed date of retirement, the District may purchase up to two (2) years of service credit to make the total years eligible at the time of retirement not greater than ten (10) years.
 - b. If the teacher shall be eligible to retire with the purchase of service credit but has not reached the age of 60* at the proposed date of retirement, the District may purchase up to two (2) years of service credit to make the total eligible years at the time of retirement not greater than thirty (30) years.
 - c. The District may purchase a maximum of two (2) years service credit if the District is reducing the number of teachers or it is in the best interest of the District so as to encourage a teacher to retire.

*Employees hired after January 1, 2010 are subject to retirement eligibility criteria established in NRS 286.510.

3. When purchasing service credit for retiring employees, the District shall use the following guidelines:
 - a. For teachers with at least eight (8) but less than twelve (12) years of service in the Elko County School District, the District shall purchase one (1) year of service for said employee.
 - b. For teachers with at least twelve (12) but less than twenty (20) years of service in the Elko County School District, the District shall purchase one and one-half (1.5) years of service for said employee.

- c. For teachers with at least twenty (20) years of service in the Elko County School District, the District shall purchase two (2) years of service for said employee.
- d. No language contained herein shall be construed as to prevent the District from purchasing up to two full years of service credit if it is beneficial to the District.
- e. Employees must notify the district of the possibility of retirement by submitting the request on the appropriate District form by December 1 prior to the date of retirement. This will be a non-binding notification similar to that for movement across the salary scale.
- f. Purchase of retirement credit becomes a binding agreement between the District and the employee upon Board approval.
- g. The ECSD will budget a set amount each year during the budget process for potential purchase of retirement credit. This amount will be based upon the past history of the plan, projected number of retirement credit purchases and the District's ability to pay. The District reserves the right to fund the purchase of retirement credit in the current or succeeding fiscal year. The Board will consider all prospective purchases of retirement credit that meet the requirements of paragraph 2.

ARTICLE 17 GENERAL SAVINGS CLAUSE

12/15/98


1. It is not the intent of either party hereto to violate any law of the State of Nevada or of the United States. The parties agree that in the event any provision of this Agreement is held by a court of competent jurisdiction to be in contravention of any such laws, they shall enter into negotiation thereon at a time and date agreeable to both parties. The remainder of the Agreement shall remain in force.
2. This Agreement is the entire and sole Agreement between the parties and extinguishes all prior understandings, agreements and district policies covering mandatory subjects of bargaining in conflict with this Agreement and practices whether written or unwritten.
3. Either party may request renegotiation of any issue contained herein and if upon mutual consent to negotiate and if the issue is agreed to by the District and the Association, the agreement may be amended. A party proposing a matter for renegotiation shall give fifteen (15) days written notice to the other party describing in detail the subject to be discussed, except on waiver of notice by the other party. The serving of the fifteen (15) day written notice is not be construed as forcing either party to reopen the agreement and agree to negotiate the issue. The amendment procedure is in addition to the statutory provision of NRS 288.180.

ARTICLE 18 TERMS OF AGREEMENT

8/12/15

1. The term of this Agreement shall be one (1) year beginning July 1, 2015 and expiring June 30, 2016. All modifications contained herein, begin July 1, 2015. Upon expiration, this Agreement shall remain in effect, except that the District shall not pay to or on behalf of any employee in the affected bargaining unit any compensation or monetary benefits in any amount greater than the amount in effect as of the expiration of this Agreement until a successor agreement becomes effective.
2. The Board may elect to continue to pay on or on behalf of affected bargaining unit employees, compensation or monetary benefits greater than the amount in effect as of the expiration of this Agreement only through the end of the next ensuing fiscal quarter.
3. The District is entitled to reopen this Agreement for additional, further, new or supplementary negotiations relating to Articles contained herein, including compensation or monetary benefits, during a period of fiscal emergency. Negotiations must begin not later than 21 days after the District notifies the Association that a fiscal emergency exists. For the purposes of this Article, a fiscal emergency shall be deemed to exist:
 - a. If the amount of revenue received by the general fund of the District during the last preceding fiscal year from all sources, except any nonrecurring source, declined by 5 percent or more from the amount of revenue received by the general fund from all sources, except any nonrecurring source, during the next preceding fiscal year, as reflected in the reports of the annual audits conducted for those fiscal years for the District pursuant to NRS 354.624; or
 - b. If the District has budgeted an unreserved ending fund balance in its general fund for the current fiscal year in an amount equal to 4 percent or less of the actual expenditures from the general fund for the last preceding fiscal year, and the District has provided a written explanation of the budgeted ending fund balance to the Department of Taxation that includes the reason for the ending fund balance and the manner in which the District plans to increase the ending fund balance.

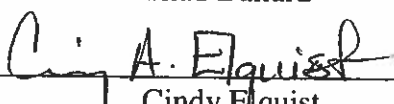
ELKO COUNTY BOARD OF SCHOOL TRUSTEES



President Thad Ballard

13 October 2015

Date




Clerk Cindy Elquist

10/13/15

Date

ELKO COUNTY CLASSROOM TEACHERS ASSOCIATION



President Brian Zeiszler

10/7/15

Date



Vice-President Scott Guthrie

10/7/15

Date

Appendix A

**ELKO COUNTY SCHOOL DISTRICT
BASIC CERTIFIED SALARY SCHEDULE
2015-2016**

Effective September 1, 2015

YEARS EMPLOYED	LESS THAN BA	BA	BA+12	BA+24	BA+24+MA BA+36	BA+36+MA BA+48	BA+48+MA
0	33,022	36,288	38,102	39,917	41,730	43,545	45,359
1	34,473	37,739	39,554	41,368	43,183	44,997	46,811
2	35,925	39,190	41,005	42,819	44,634	46,448	48,263
3	37,377	40,642	42,457	44,270	46,085	47,899	49,714
4	38,828	42,094	43,908	45,723	47,537	49,351	51,165
5	40,279	43,545	45,359	47,174	48,988	50,803	52,617
6		44,997	46,811	48,625	50,440	52,254	54,069
7		46,448	48,263	50,077	51,891	53,705	55,520
8		47,899	49,714	51,528	53,343	55,157	56,971
9		49,351	51,165	52,980	54,794	56,609	58,423
10		50,803	52,617	54,431	56,245	58,060	59,874
11			54,069	55,883	57,698	59,511	61,326
12				57,334	59,149	60,963	62,777
13					60,600	62,414	64,229
14						63,866	65,680
15						65,317	67,131
16						66,769	68,584
17						68,220	70,035

All National Board Certified employees will be paid additional 5% of their placement on the salary schedule

Appendix A-1

ELKO COUNTY SCHOOL DISTRICT NATIONAL BOARD CERTIFIED TEACHERS SALARY SCHEDULE 2015-2016

Effective September 1, 2015

YEARS EMPLOYED	LESS THAN BA	BA	BA+12	BA+24	BA+24+MA BA+36	BA+36+MA BA+48	BA+48+MA
0	34,674	38,103	40,008	41,913	43,817	45,723	47,627
1	36,197	39,626	41,532	43,437	45,343	47,247	49,152
2	37,722	41,150	43,056	44,960	46,866	48,771	50,677
3	39,246	42,675	44,580	46,484	48,390	50,294	52,200
4	40,770	44,199	46,104	48,010	49,914	51,819	53,724
5	42,293	45,723	47,627	49,533	51,438	53,344	55,248
6		47,247	49,152	51,057	52,962	54,867	56,773
7		48,771	50,677	52,581	54,486	56,391	58,296
8		50,294	52,200	54,105	56,011	57,915	59,820
9		51,819	53,724	55,629	57,534	59,440	61,345
10		53,344	55,248	57,153	59,058	60,963	62,868
11			56,773	58,678	60,583	62,487	64,393
12				60,201	62,107	64,012	65,916
13					63,630	65,535	67,441
14						67,060	68,964
15						68,583	70,488
16						70,108	72,014
17						71,631	73,537

Appendix B

Extra Duty Pay Schedule

Per Season Duties (% of Base) Base \$35,544

	Years 1 – 3	Years 4 – 5	Years 6 or more
Athletic Director	12.785	13.860	16.170
Interscholastic Sports			
Head Coach Major Sport	12.785	13.860	16.170
Head Coach All Others	9.920	10.895	12.785
Assistant, JV, or Frosh Coach	7.575	8.450	9.920
Intramural Activities			
Director Per Activity	4.030	4.730	5.465
Assistant Director Per Activity	2.850	3.500	4.030
Other Activities			
Dance Team Advisor-Per Season	4.425	5.125	5.665
Spirit Squad Advisor – Per Season	4.680	5.405	6.245
Asst. Spirit Squad Advisor – Per Season	3.375	4.050	4.680
Auxiliary Guard (Flags)	3.900	4.600	5.335
Newspaper (6 Issues)	2.850	3.500	4.025
Yearbook	6.525	7.350	8.610
Student Council Advisor	5.950	6.700	7.645
12 th Grade Sponsor	3.900	4.600	5.335
11 th Grade Sponsor	3.900	4.600	5.335
10 th Grade Sponsor	2.325	2.950	3.370
9 th Grade Sponsor	2.325	2.950	3.370
6 th – 8 th Grade Sponsor	2.325	2.950	3.370
National Honor Society	1.800	2.400	2.715
AOT/Quiz Bowl (HS) Interscholastic Conf.	4.425	5.150	5.990
AOT/Quiz Bowl (Jr. High)	1.800	2.400	2.715
Destination Imagination	2.850	3.500	4.025
Science Fair District Coordinator	2.850	3.500	4.025
Spelling Bee District Coordinator	1.800	2.400	2.715
Radio (War Whoops/Spartan Pride)	2.850	3.500	4.025
Clubs (as per policy/per year)	2.850	3.500	4.025
Vocational Advisor			
Advisor (Class 1) **	10.725	11.750	13.850
Asst. Advisor (Class 1) **	6.525	7.350	8.610
Advisor (Class 2) **	6.525	7.350	8.610
Per Performance Duties	Per Perform		
Forensics			
Coach (Per Meet)**	1.600		
Assistant Coach (Per Meet)**	1.050		
Music	Per Perform		
Marching Band (Per Performance Out of Town)*	1.200		

Marching Band (Per Performance In Town)*	.65		
Vocal Music (Per Performance Out of Town)	1.200		
Pep Band (Per Performance)	0.45		
Vocal Music (Per Performance, to 5%)	0.45		
Musical Festival Coordinator	3.25	3.96	4.62
Accompanist (Per Semester)	4.66		
Drama Duties	Years 1 – 3	Years 4 – 5	Years 6 or more
Director (Per Play)**	4.175	5.450	
Assistant Director (Per Play)**	2.600	3.800	

Years will be determined by consecutive years of service in the same position.*

*Effective at the start of the 2006-07 school year.

**Must meet minimum activity requirements as set by district.

***Must meet minimum requirements as set by the individual schools.

*****A Choir for the purposes of this extra duty must have a minimum of ten (10) members. Anything done as part of the regular curriculum cannot be counted as extra duty. Only one performance per day can be turned in for extra duty.

APPENDIX C

PROCEDURE TO INITIATE NEW CLUBS AND/OR ORGANIZATIONS

When a school is considering starting a new club or organization they are to present a proposal to the Central Office, signed by the Principal. The proposal should include, but not limited to the following items:

- a. Name of club and/or organization
- b. Purpose of club and/or organization
- c. Advisor's name
- d. Estimated number of student participants
- e. Number of meetings per year
- f. By-laws
- g. Constitution
- h. Minutes
- i. How the club and/or organization relates to curriculum
- j. Any other pertinent information you deem necessary

**ELKO COUNTY SCHOOL DISTRICT
SICK LEAVE BANK PROCEDURE****1. PURPOSE**

- 1.1 The Sick Leave Bank is provided to help personnel who are unable to perform the duties of their position due to personal illness or disability, and as a result have exhausted their sick leave accumulation. Also covered is illness or disability in the employee's family, for which the employee is the only person who can provide the necessary care.

Sick Leave Bank Requests may be denied by the Sick Leave Bank Committee and may not be limited to the following reasons:

- 1.2.1 Intent to use the Sick Leave Bank for maternity leave.
- 1.2.2 Intent to use the Sick Leave Bank to augment sick leave for no valid and/or documentable reason.
- 1.2.3 Intent to use the Sick Leave Bank to provide a blanket coverage for other than an employee's family.
- 1.2.4 Intent to use the Sick Leave Bank for personal business.
- 1.2.5 Intent to use the Sick Leave Bank for elective surgery.
- 1.2.6 Special circumstances may exist and will be dealt with at the discretion of the Sick Leave Bank Committee.
- 1.2.7 Intent to use the Sick Leave Bank to augment previously used sick leave which exhibits a clearly defined pattern of abuse with no documentable reason.

2. ELIGIBILITY

- 2.1 Employees interested in participating in the Sick Leave Bank shall complete and submit a Sick Leave Bank Participation/Authorization form to the Central Office.

2.1.1 Sick Leave Bank Participation/Authorization forms will only be accepted during the open enrollment period, from the beginning of school through October 1.

2.1.2 Sick Leave Bank participation/Authorization forms are available through the Central Office.

2.1.3 Employees are not eligible for participation in the Sick Leave Bank if in the first year of employment with the District.

2.1.3.1 *Employees become eligible for participation in the Sick Leave Bank in their second year of employment with the District if their sick leave balance is (5) days or more.

*Applicable to eligible employees hired after the date of the ratification of the 2009-2010 CBA.

- 2.2 Employees participating shall donate and have deducted from their accumulated sick leave no more than the equivalent of one (1) day at any time.
- 2.3 Employees participating in the Sick Leave Bank shall continue their participation from year to year, unless they notify the Central Office in writing.
 - 2.3.1 An employee who withdraws from the Sick Leave Bank may not be reimbursed for the sick leave time already contributed.
 - 2.3.2 Whenever the accumulation of time in the Sick Leave Bank is less than the equivalent of 50 days, the Sick Leave Bank Committee will inform the Bank membership that a special assessment of one sick leave day per member will be made to reimburse the Bank.
 - 2.3.3 Days in the Bank that were not used during the school year will carry over to the next year.

3. ASSISTANCE

- 3.1 Only employees who have contributed to the Sick Leave Bank are eligible to receive assistance from the Sick Leave Bank.
- 3.2 Employees must exhaust all available sick leave before they can become eligible to receive assistance from the Bank.
- 3.3 Employees who wish to apply for assistance from the Sick Leave Bank shall complete and submit a Sick Leave Bank Assistance Application to the Central Office. Sick Leave Bank Assistance Applications are available upon request from the Central Office.
- 3.4 The maximum number of days which can be granted from the Bank at any one time is twenty (20). Additional days can be granted from the Bank only after review and an additional application.
- 3.5 The Sick Leave Bank Committee shall consist of employee groups as follows: two members appointed by the ECCTA President, two members appointed by the ECSSO President, two members appointed by the ECSAA President, two at-large members not represented by one of the recognized bargaining units appointed by the Sick Leave Bank, and one Central Office administrator appointed by the Superintendent. Each Committee member shall have an alternate to serve on the committee, in the same manner described above, in their absence. Every effort shall be made to protect the anonymity of Sick Leave Bank Committee members.
 - 3.5.1 The Sick Leave Bank Committee shall review the employee's Sick Leave Bank Application and sick leave account and usage. The results of this review shall be

used in the Sick Leave Bank Committee's decision to approve or deny a Sick Leave Bank Application.

3.5.2 For recommendation to be rendered on an application, at least one member from each of the employee groups defined in 3.5 or their respective alternates of the Sick Leave Bank Committee must be in attendance. Recommendations will be determined by majority vote, if consensus cannot be reached.

3.5.3 If the Sick Leave Bank Committee recommends an application for denial the affected employee will be notified of the recommendation and the reasons why. If the employee disagrees with the recommendation and has new information/documentation for the Committee to consider, the employee can request an appeal.

When an appeal is processed, the Sick Leave Bank Committee will reconvene to review the application, the new information/documentation and the policies and procedures.

3.5.4 Following any processed appeal, the decision of the Sick Leave Bank Committee will be final and is not subject to the grievance procedures defined in Article 6 of the Master Agreement.

3.5.5 An employee approved for assistance from the Sick Leave Bank may be granted a maximum number of sixty (60) days of sick leave per illness per year.

3.5.6 In extreme circumstances the Sick Leave Bank Committee can approve additional days beyond the sixty (60) day limit. The decision to award extra days rests with the Sick Leave Bank Committee.

Any sick leave that an employee receives from the Sick Leave Bank which was not used at the time the illness or disability ceased to exist or upon resignation or termination of the employment of the employee shall be returned to the Sick Leave Bank.

4. DEFINITIONS

- 4.1 “Year” is the school year - July 1 through June 30 for year round employees and September 1 through August 31 for remaining employees.
- 4.2 “Disability” is a physical or mental condition for which treatment, as documented by a physician, prevents the employee from working.
- 4.3 “Illness” is a diagnosed medical problem, as documented by a physician, which results in the employee being unable to work.
- 4.4 “Family” as defined in Article 11 Sick Leave 3(b). Exceptions to the above may be made at the discretion of the Sick Leave Bank Committee.
- 4.5 “Family disability” is a physical or mental condition of a member of the employee’s immediate family which requires the employee, as the only person who can provide the necessary constant care to be absent from work long term.
- 4.6 “Family illness” is a diagnosed medical problem, as documented by a physician, which requires the employee as the only person who can provide the necessary constant care to be absent from work long term.
- 4.7 Either disability or illness may include ongoing treatments for those conditions at the discretion of the Sick Leave Bank Committee.

5. REVIEW

- 5.1 This plan will be reviewed on an annual basis.

APPENDIX E

AGREEMENT TO SHARE A CONTRACT

A shared contract shall consist of one full-time position at one school shared during one school year by two teachers who have agreed to accept such a contract. The Elko County School District retains the right to approve or disapprove all shared contract requests without justification. The Elko County School District, [Teacher 1] and [Teacher 2] are parties to this agreement. We agree to a shared contract between both teachers with the following conditions:

1. This agreement is for the [2008-2009] school year only. If either or both teachers wish to share a contract in subsequent years, a request must be submitted for approval by the Principal and the Human Resources Department by April 1. The request shall be approved or denied in writing by the principal. Upon approval by the principal, the request shall be forwarded to the Human Resources Department for final approval or denial. If one teacher accepting a shared contract is unable, for any reason, to fulfill their shared contract obligation, the other teacher agrees to work the remainder of the year full time. No guarantee of shared contract approval is implied in future years, with the option for renewal being at the sole discretion of the District.
2. A teacher accepting a shared contract shall:
 - a. Work the equivalent of ninety-two (92) days each contract year.
 - b. Have an established work day of 3.5 hours or the equivalent of 644 hours per year.
 - c. Attend all staff training days, staff meetings and will be included in the school's duty schedule.
 - d. Participate in parent-teacher conferences.
 - e. Be compensated at a rate of $1/184^{\text{th}}$ divided by 7 of the BA-0 step on the certified salary schedule when required to attend training outside the established shared contract work day.
 - f. Be covered by the terms and conditions of the ECCTA Master Agreement except as provided in this agreement.
3. A teacher accepting a shared contract shall receive benefits as follows:
 - a. Compensation – Teachers agreeing to a shared contract must serve two (2) years in a shared position to move one longevity step on the salary schedule.
 - i. Teachers sharing a contract for one year and returning to a full contract in the ensuing year do not qualify to move a longevity step on the salary schedule.
 - ii. Teachers agreeing to a shared contract may advance on salary schedule based upon credits earned as defined for full time teachers.
 - b. Health Insurance – Teachers agreeing to a shared contract will be required to pay one-half (1/2) of the employer paid monthly health insurance premium and the full amount for any dependent coverage via automatic payroll deduction.
 - c. Leave:
 - i. Sick Leave – Teachers will receive prorated sick leave at a rate of .75 days per month for 10 months or 7.5 days/year. If one teacher refuses health benefits, he/she must contact the Human Resources Department to complete the appropriate form;

- ii. Sick Leave Bank – Teachers agreeing to a shared contract shall be eligible to join the sick leave bank after two (2) years of employment and are eligible for prorated benefits (50%) as defined in the Sick Leave Bank policy;
 - iii. Personal Leave – Teachers will receive one (1) Personal Leave day per year;
 - iv. Personal Business Leave – Teachers will receive one (1) Personal Business Leave day per year;
 - v. Professional Leave – Teachers agreeing to a shared contract are not eligible for Professional Leave during the term of the shared contract;
 - vi. Sabbatical Leave – Teachers agreeing to a shared contract are not eligible for Sabbatical Leave during the term of the shared contract;
 - vii. FMLA Leave – Teachers agreeing to a shared contract must have been employed by the District for at least twelve (12) months and must have worked at least 1,250 hours during the twelve (12) month period immediately preceding commencement of the FMLA Leave;
 - viii. Leave Without Pay – Teachers agreeing to a shared contract who have completed at least six (6) continuous years of service to the District may qualify, upon written request, for Leave Without Pay not to exceed one (1) year.
- d. Retirement – Teachers agreeing to a shared contract shall receive a prorated share of PERS benefits.
 - e. Seniority – Teachers working less than twenty (20) hours per week shall accrue seniority at a rate of one-half annual seniority.
 - i. Current full-time teachers electing to participate in a shared contract do not retain any rights associated with a full-time teaching position.
 - f. Preparation Time – Teachers agreeing to a shared contract each receive 50% of the daily preparation time accorded to a full time position. Teachers agreeing to a shared contract agree to participate in joint planning time to ensure coordination of instruction and consistency of classroom management.
- 4. Both teachers acknowledge that they must be available for parent conferences, faculty meetings and other required activities which may include staff training.
 - 5. All parties subject to this contract agree to the following schedule of days and hours on the [2008-2009] 184 day school calendar, with both teachers working an aggregate of 92 days:

[Teacher 1]	[Teacher 2]

The specific distribution of duties and responsibilities has been discussed and agreed to by all parties subject to this contract.

<u>Name</u>		<u>Signature</u>	<u>Date</u>
[Teacher 1]		_____	_____
[Teacher 2]		_____	_____
[Principal]	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	_____	_____
[HR]	<input type="checkbox"/> Approved <input type="checkbox"/> Denied	_____	_____

Appendix F

Self Insurance Fund Balance and Claims Status Report

(See Attached)

**Elko County School District
Cash Basis Fund Balance Analysis Report**

Appendix G Contract Modification History

Article 1: Purpose and Intent

Article 2: Definitions

Article 3: Recognition

Article 4: Association Rights

Article 5: Dues Deduction

Article 6: Grievance Procedure

Article 7: Teacher Rights

Article 8: Teacher Protection

Article 9: Working Conditions

- ~~(20.) In the event the Elko County School District establishes a "Teacher Mentoring Program" for teachers in their first year with the District and teachers in the second year of probation the program shall include a steering committee which will be composed of, but not limited to teachers appointed by the Association and licensed staff members. All provisions of Teacher Mentoring Program related to salary, benefits and working conditions shall be subject to bargaining. (13-14)~~

Article 10: Materials and Supplies

Article 11: Leaves

- (5. a. & b.) Sick leave payoffs increase \$1,000 for all categories (13-14)
(5.c.) *\$8,500 with 75% or more of maximum possible sick leave accrual balance
** \$11,000 with 75% or more of maximum possible sick leave accrual balance
*** \$13,500 with 75% or more of maximum possible sick leave accrual balance (13-14)
- (6.) Attendance bonuses eliminated (13-14)
- Donation of Sick Leave (1.e) Requests for exceptions to these requirements due to special circumstances may be reviewed by the Elko County School District Sick Leave Bank Committee on a case-by-case basis if warranted. Decisions made by this Committee are final and are not subject to appeal. (13-14)

Article 12: Transfer and Reassignment

Article 13: Reduction in Force

Article 14: Compensation

Article 15: Insurance


Article 16: Retirement

Article 17: General Savings Clause


Article 18: Terms of Agreement

Memorandum of Understanding (MOU) - ECSD, ECCTA

For the 2015-2016 school year, all current full-time instructional aides voluntarily resigning their positions to accept long term substitute (LTS) positions will retain their health insurance benefits through the Elko County School District's self-insurance fund. This MOU expires June, 2016. Should (LTS) employment end prior to June 10, 2016, health insurance benefits will cease on his/her separation date.


Brian Zeizler, ECCTA President (Date) 9/3/15


Scott Guthrie, ECCTA VP (Date) 9/3/15


Mike Smith, ECSD Representative (Date) 9/3/15